



Los Angeles County
Board of Supervisors

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Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Officer

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through leadership,
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December 2, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO ACCEPT A FORTHCOMING FAMILY PLANNING
AGREEMENT WITH THE CALIFORNIA FAMILY HEALTH COUNCIL
AND TO AMEND EXISTING COUNTY AGREEMENTS FOR FAMILY
PLANNING SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request delegated authority to take appropriate actions allowing the Department of Health Services (DHS) to continue the provision of Family Planning Services with partnering projects throughout Los Angeles County for Calendar Year (CY) 2009, at no net County cost.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Interim Director of Health Services, or his designee, to accept and sign a forthcoming agreement from the California Family Health Council (CFHC), in the anticipated amount of \$919,184, for Calendar Year (CY) 2009, upon receipt and subject to review and approval by County Counsel and the Chief Executive Office and with written notice to your Board.
2. Delegate authority to the Interim Director of Health Services, or his designee, to accept and sign any future amendments to the CY 2009 agreement on condition that the total value of the future amendments does not exceed twenty five percent (25%) of the value of the CY 2009 agreement, or \$229,796, subject to review and approval by County Counsel and the Chief Executive Office.
3. Approve and instruct the Interim Director of Health Services, or his designee, to sign amendments to the Family Planning Services Agreements with John Wesley County Hospital (JWCH) Institute,

Inc. and Los Angeles Bio-Medical Research Institute (LABioMed) to reduce the maximum obligation and increase the maximum obligation respectively, for CY 2009.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS

Approval of the recommendations will allow DHS to sign the CFHC contractual agreement for CY 2009, and all subsequent amendments, in order to continue the provision of basic contraceptive services with partnering projects in twelve family planning sites throughout Los Angeles County. The recommended amendments to the JWCH (H-703109 and LABioMed (H-703108) Agreements, substantially similar to Exhibits I and II, are necessary to realign funds between the Agreements to meet the requirements of the CY 2009 allocation methodology and to revise the statements of work to adjust the number of users for the overall program. The realignment of funds resulted in an increase to LABioMed's CY 2009 maximum obligation that exceeded prior delegated authority.

Implementation of Strategic Plan Goals

The recommended actions support Goal 7, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The anticipated total program cost for CY 2009 is \$919,184 which is 100 percent offset by Federal Title X funds resulting in no net County cost.

Program cost (Attachment A) includes:

1. \$91,800 for Family Planning Program Administration expenditures
2. \$300,257 for Coastal and ValleyCare Networks
3. \$352,695 for JWCH, and;
4. \$174,432 for LABioMed.

Funding is included in Health Services Administration's Fiscal Year 2008-09 Final Budget and will be requested in future fiscal years as part of the budget process as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In June 2008, the Department received notice of its Title X Family Planning allocation for CY 2009. In August 2008, the Department submitted its refunding application to CFHC.

The 2009 Title X cost allocation methodology for distribution of funds is based on a number of variables including, but not limited to, a percentage of clients served. To best assess the appropriate level of funding, the Department conducted an analysis based on data collected by the CFHC, Inc. over a 5 year period (2003 through 2007) and data available for the first half of 2008. As a result of the analysis, the Department has determined that it is necessary to realign the funds for the County operated sites and the two Agreements.

The Department is seeking your Board's approval of the amendments to revise the CY 2009 maximum obligations for JWCH and LABioMed as follows:

JWCH

Revise the CY 2009 County maximum obligation from \$395,600 to \$352,695 which represents a decrease of \$42,905 or 10.85% in Federal Title X Family Planning funds for the provision of basic contraceptive services.

LABioMed

Revise the CY 2009 County maximum obligation from \$148,518 to \$174,432 which represents an increase of \$25,914 or 17.45% in Federal Title X Family Planning funds for the provision of basic contraceptive services.

The difference in the reduction to JWCH and the increase to LABioMed Agreements of \$16,991 was allocated to the Valley Care Network (San Fernando Valley Cluster) based on the CY 2009 allocation methodology.

There is no increase or decrease for Family Planning Administrative expenditures.

Exhibits I and II have been reviewed and approved as to form by County Counsel.

Attachments A and B provide additional information.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure the continued provision of family planning services in a timely manner.

The Honorable Board of Supervisors
December 2, 2008
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CONCLUSION

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,


John F. Schunhoff, Ph.D.
Interim Director

JFS:rg

Attachments (4)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Family Planning Fund BL

ATTACHMENT A

**LOS ANGELES COUNTY – DEPARTMENT OF HEALTH SERVICES
FAMILY PLANNING PROGRAM TITLE X ALLOCATION SCHEDULE
CALENDAR YEAR JANUARY 1, 2009 THROUGH DECEMBER 31, 2009**

TITLE X FAMILY PLANNING PROGRAMS	CURRENT ALLOCATION 2009	+ / - DIFFERENCE	REVISED ALLOCATION 2009
County Operated:			
1. Valley Care Network (San Fernando Valley Cluster) (3 sites)	\$ 159,620	\$ 16,991	\$ 176,611
2. Antelope Valley Cluster (1 site)	76,067	-	76,067
3. Coastal Cluster (3 sites)	47,579	-	47,579
TOTAL	\$ 283,266	\$ 16,991	\$ 300,257
Subcontractors:			
4. JWCH Institute, Inc. (4 sites)	\$ 395,600	\$ -42,905	\$ 352,695
5. Los Angeles Biomedical Research Institute (1 site)	148,518	25,914	174,432
SUBCONTRACTOR TOTAL	\$ 544,118	-16,991	\$ 527,127
Program Administration			
6. Family Planning Program Administration	\$ 91,800	\$ -	\$ 91,800
PROGRAM ADMINISTRATION TOTAL	\$ 91,800	\$ 0	\$ 91,800
TITLE X ALLOCATION TOTALS	\$ 919,184	\$ 0	\$ 919,184

Los Angeles County Chief Executive Office

Grant Management Statement for Grants \$100,000 or More

Department: Office of Ambulatory Care

Grant Project Title and Description

Family Planning Services – Family planning services provided in twelve DHS Family Planning sites includes basic contraceptive services and special populations with partnering projects

Funding Agency

CHFC

Program (Fed. Grant #/State Bill or Code #)

1316-5350-71209-08

Grant Acceptance Deadline

ASAP

Total Amount of Grant Funding: \$919,184

County Match: N/A

Grant Period: Calendar Year 2009

Begin Date: 01/01/09

End Date: 12/31/09

Number of Personnel Hired Under This Grant:

Full Time: 2

Part Time: 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes <u>X</u>	No <u> </u>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes <u> </u>	No <u>X</u>
Is the County obligated to continue this program after the grant expires?	Yes <u> </u>	No <u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes <u>X</u>	No <u> </u>
b.) Identify other revenue sources (describe below)	Yes <u> </u>	No <u>X</u>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes <u> </u>	No <u>X</u>

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature

John for John Schunhoff

Date:

1/10/09

Contract # H703109-1

FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

JWCH INSTITUTE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT", dated January 1,
2008, further identified as Agreement No. H703109, between County
and JWCH Institute, Inc. (JWCH)) ("Contractor"), and any
Amendments thereto (all hereafter "Agreement"); and

WHEREAS, the Department has received notice of its Calendar Year
(CY) 2009 Title X Family Planning Services allocation; and

WHEREAS, the CY 2009 Title X cost allocation methodology for
distribution of funds is based on several variables including
percentage of clients served; and

WHEREAS, the Department conducted an analysis on data
collected over a five year period to assess the appropriate level
of funding for CY 2009; and

WHEREAS, based on the analysis conducted, the Department determined the need to realign CY 2009 which adjusts the funding to meet Title X cost allocation methodology for distribution through December 31, 2009 for Family Planning Program; and

WHEREAS, the Agreement provides that changes to its terms may be made in the form of a written amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall be effective January 1, 2009.

2. Agreement, Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph B, shall be revised as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

"B. County's maximum obligation to Contractor for the provision of Federal Title X funded Family Planning Services for the period of January 1, 2009 through December 31, 2009, shall not exceed Three Hundred Fifty-Two Thousand, Six Hundred Ninety-Five Dollars (\$352,695). Such obligation as shown in Schedule 2A, attached hereto and incorporated herein by reference."

3. Agreement, Paragraph 2, STATEMENT OF WORK, shall be revised with the following:

"2. STATEMENT OF WORK: Contractor shall, in a satisfactory and proper manner, provide the services described in Exhibits B, B-1, B-2, and B-3, the Statement of

Work for Calendar Years 2008, 2009, and 2010, respectively, and meet all "Program Objectives", and Performance Measures attached hereto and incorporated herein by reference during the term of this Agreement. Unless provided for elsewhere in this Agreement, Contractor shall be completely independent in performing its responsibilities under this Agreement."

4. Agreement, Paragraph 10, CONFLICT OF TERMS, shall be revised with the following:

"10. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibits A, B, B-1, B-2, B-3, C, C-1, C-2, D, E, F, and G."

5. Agreement, Paragraph 26, ENTIRE AGREEMENT, shall be revised with the following:

"26. ENTIRE AGREEMENT: The body of this Agreement including the Additional Provisions, Exhibits A, B, C, D, E, F, and G, attached hereto shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or

interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

Exhibits A, B, B-1, B-2, B-3, C, C-1, C-2, D, E, F, and G."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____

John F. Shunhoff, Ph.D
Interim Director

JWCH INSTITUTE, Inc.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____

Kathy Hanks, Director
Contract Administration and Monitoring

Contract # H703108-1

FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

LOS ANGELES BIO-MEDICAL
RESEARCH INSTITUTE (LABioMed)
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT", dated January 1,
2008, further identified as Agreement No. H703108, between County
and Los Angeles Bio-Medical Research Institute (LABioMed)
("Contractor"), and any Amendments thereto (all hereafter
"Agreement"); and

WHEREAS, the CY 2009 Title X cost allocation methodology for
distribution of funds is based on several variables including
percentage of clients served;

WHEREAS, the Department conducted an analysis on data
collected over a five year period to assess the appropriate level
of funding for CY 2009;

WHEREAS, based on the analysis conducted, the Department
determined the need to realign CY 2009 which adjusts the funding

to meet Title X cost allocation methodology for distribution through December 31, 2009 for the Family Planning Program, and

WHEREAS, the Agreement provides that changes to its terms may be made in the form of a written amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall be effective January 1, 2009.

2. Agreement, Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph B, shall be revised as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

"B. County's maximum obligation to Contractor for the provision of Federal Title X funded Family Planning Services for the period of January 1, 2009 through December 31, 2009, shall not exceed One Hundred Seventy-Four Thousand, Four Hundred Thirty-Two Dollars (\$174,432). Such obligation as shown in Schedule 2A, attached hereto and incorporated herein by reference.

3. Agreement, Paragraph 2, STATEMENT OF WORK, shall be revised with the following:

"2. STATEMENT OF WORK: Contractor shall, in a satisfactory and proper manner, provide the services described in Statement of Work, Exhibits B, B-1, B-2, and B-3, and meet all "Program Objectives", attached hereto and incorporated herein by reference during the term of this

Agreement. Unless provided for elsewhere in this Agreement, Contractor shall be completely independent in performing its responsibilities under this Agreement."

4. Agreement, Paragraph 11, CONFLICT OF TERMS, shall be revised with the following:

"11. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibits(s) and schedules(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibits A, B, B-1, B-2, B-3, C, C-1, C-1, D, E, F, and G."

5. Agreement, Paragraph 25, ENTIRE AGREEMENT, shall be revised with the following:

"25. ENTIRE AGREEMENT: The body of this Agreement including the Additional Provisions, Exhibits A, B, B-1, B-2, B-3 C, C-1, C-2, D, E, F, and G, attached hereto shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any

word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

Exhibits A, B, B-1, B-2, B-3, C, C-1, C-2, D, E, F, and G."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____

John F. Shunhoff, Ph.D
Interim Director

LOS ANGELES BIO-MEDICAL RESEARCH
INSTITUTE LABioMed)

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Kathy Hanks, Director
Contract Administration and Monitoring